

Panaji, 19th February, 2015 (Magha 30, 1936)

SERIES II No. 47

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are five Extraordinary issues to the Official Gazette, Series II No. 46 dated 12-02-2015 as follows:—

- (1) *Extraordinary dated 12-02-2015 from pages 961 to 962 regarding Order from Department of Home (Home—General Division).*
- (2) *Extraordinary (No. 2) dated 16-02-2015 from pages 963 to 964 regarding Notification from Department of Elections (Office of the Chief Electoral Officer) & Notice of Election and Public Notice from Department of Panchayati Raj & Community Development (Directorate of Panchayats).*
- (3) *Extraordinary (No. 3) dated 16-02-2015 from pages 965 to 966 regarding Notification from Goa Legislature Secretariat.*
- (4) *Extraordinary (No. 4) dated 17-02-2015 from pages 967 to 968 regarding Corrigenda from Department of Elections (Goa State Election Commission).*
- (5) *Extraordinary (No. 5) dated 18-02-2015 from pages 969 to 974 regarding Notifications from Department of Panchayati Raj & Community Development (Directorate of Panchayats).*

GOVERNMENT OF GOA

Department of Finance

Revenue & Control Division

—
Order

No. 3/1/2009-Fin (R&C)

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa Entertainment Tax Act, 1964 (Act No. 2 of 1964), the Government of Goa, is pleased to exempt the Konkani feature film "MORTOO" from the liability of payment of entertainment tax in whole, when screened in any

of the theatres in the State of Goa for a period of three months from the date of publication of this order in the Official Gazette.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Under Secretary, Fin. (R&C).

Porvorim, 17th February, 2015.

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Department of Industries

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Notification

No. 11/22/2014-IND

Whereas, in the fifth meeting of the High Level Task Force constituted to resolve on Solid Waste Management problems faced in the State of Goa held on 22-01-2014, it has been resolved that the Department of Science, Technology and Environment shall hand over the additional land to Goa Industrial Development Corporation acquired for the Solid Waste Management Facility at Cacora in Quepem Taluka measuring 17765 sq. mtrs.;

And whereas, vide Possession Certificate No. DC-Q/LA/02/2013/106 dated 09-01-2015, the Department of Science, Technology and Environment has taken over possession of land from Deputy Collector & Sub-Divisional Officer/Land Acquisition Officer, Quepem described in the schedule below;

And whereas the Department of Science, Technology and Environment vide their letter No. 3-209-2014/STE-DIR/Part-18/SWMC/38 dated 27-01-2015 has requested the Directorate of Industries, Trade and Commerce to issue directions to Goa Industrial Development Corporation to take over the additional land from Department of Science, Technology and Environment and thereafter for issue of Notification to declare the said land as Industrial Estate and lease/transfer to Goa State Infrastructure Development Corporation at Rs.1/- per sq. mtr. per annum;

And whereas the Directorate of Industries, Trade and Commerce vide their letter No. 701/Dev.I/DITC/Solid Waste/2014-15/2883 dated 06-02-2015 has requested to direct the Goa Industrial Development Corporation under Section 16 of the Goa Industrial Development Act, 1965, to take over the possession of said land;

Now, therefore, in pursuance of Section 16 of the Goa Industrial Development Act, 1965, the Government of Goa hereby directs the Goa Industrial Development Corporation to take over possession of land described in the schedule below and thereafter to sub-lease/transfer the said land to Goa State Infrastructure Development Corporation at Rs. 1/- per sq. mtr. per annum for setting up of Solid Waste Management Facility.

SCHEDULE

Taluka	Village	Survey No.	Sub. Div. No.	Area in sq. mts.
1	2	3	4	5
Quepem Cacora		164	8 Part	110
		165	1 Part	1180
		168	2	6175
		169	0	10300
Total				17765

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Industries).
Porvorim, 6th February, 2015.

Notification

No. 11/22/2014-IND (1)

In exercise of the powers conferred by clause (g) of Section 2 of the Goa Industrial Development Act, 1965 (Goa Act 22 of 1965), the Government of Goa hereby declares the area specified in the Schedule below to be an industrial area.

SCHEDULE

Taluka	Village	Survey No.	Sub-Div. No.	Area in sq. mts.
1	2	3	4	5
Quepem Cacora		164	8 Part	110
		165	1 Part	1180
		168	2	6175
		169	0	10300
Total				17765

1	2	3	4	5
<i>Boundaries:</i>				
North : Survey No. 167, 168/1, Nalla, Road, 164/8, 165/1.				
South : Survey No. 167, 168/1, 164/8, 165/1, 170/1.				
East : Survey No. 167, 165/1, 2, Nalla.				
West : Survey No. 167, 165/1, 168/1, Nalla.				

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Industries).
Porvorim, 18th February, 2015.

Notification

No. 11/22/2014-IND (2)

In pursuance of clause (h) of Section 2, read with sub-clause (1) of clause (a) of sub-section (1) of Section 37A of the Goa Industrial Development Act, 1965 (Goa Act 22 of 1965), the Government of Goa hereby earmarks the area specified in the Schedule below which has been declared to be an industrial area vide Government Notification No. 11/22/2014-IND(1) dated 18-02-2015, as an industrial estate.

SCHEDULE

Taluka	Village	Survey No.	Sub-Div. No.	Area in sq. mts.
1	2	3	4	5
Quepem Cacora		164	8 Part	110
		165	1 Part	1180
		168	2	6175
		169	0	10300
Total				17765

Boundaries:

North : Survey No. 167, 168/1, Nalla, Road, 164/8, 165/1.
South : Survey No. 167, 168/1, 164/8, 165/1, 170/1.
East : Survey No. 167, 165/1, 2, Nalla.
West : Survey No. 167, 165/1, 168/1, Nalla.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Industries).
Porvorim, 18th February, 2015.

Department of Labour

—
Notification

No. 28/1/2014-Lab/Part-I/47

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 19-08-2014 in reference No. IT/56/2012 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).

Porvorim, 27th January, 2015.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before **Ms. Bimba K. Thaly**,
Presiding Officer)

Ref. No. IT/56/2012

Workmen rep. by, — Workmen/Party I
Bharatiya Kamgar Sangh
through its
President Shri Rajesh Naik,
With his office at Sagun Hall,
1st floor, Praful Bandh Co-op.
Housing Society,
Sindhudurg Hotel,
Ram Murti Road,
Dadar (West), Mumbai-28

V/s

M/s. Sanofi Aventis — Employer/Party II
Pharma Ltd.,
Verna Industrial Estate,
Verna, Plot No. L-121,
Base-3 through its Cite Director,
Mr. Magno Fernandes

Workmen/Party I represented by Adv. Shri G. B. Kamat.

Employer/Party II represented by Adv. Shri M. S. Bandodkar.

AWARD

(Passed on this 19th day of August, 2014)

1. In exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial

Disputes Act, 1947 (Central Act 14 of 1947) (for short the Act), the Government of Goa vide order dated 23-10-12 bearing No. 28/34/2012-Lab/584 has referred the following dispute for adjudication by this Tribunal.

SCHEDULE

“(1) Whether the following demands raised by the Goa Kamgar Karmachari Sena vide their letter dated 13-12-2010 before the management of M/s. Sanofi Aventis Pharma Limited, Verna, Goa are legal and justified?

(1) Demand No. 1: **Gratuity**

It is demanded that all the workmen should be given the gratuity @75% of the Gross Salary.

(2) Demand No. 2: **Dearness Allowance**

It is demanded that:-

- (a) with effect for 01-01-2011, each workman be paid Fixed Dearness Allowance @ 25% of the revised salary.
- (b) With effect from 01-01-2011, each workman be paid Variable Dearness Allowance @ Rs 10/- per point over and above base 2500 points (AAICPI 1960= 100). The variable dearness allowance should be revised once every quarter.

(3) Demand No. 3: **Flat Rise**

It is demanded that each worker be paid a sum of Rs. 10,000/- per month as flat rise over and above the existing basic salary and yearly increment of Rs. 1,000/- per annum.

(4) Demand No. 4: **House Rent allowance**

It is demanded that all the workmen should be paid house rent allowance of Rs. 5,000/- per month over and above the existing salary.

(5) Demand No. 5: **Lunch Allowance**

It is demanded that with effect from 01-01-2011, each workman be paid Rs. 1,000 /- per month over the existing lunch allowance.

(6) Demand No. 6: **Education Allowance**

It is demanded that all the workmen should be paid education allowance @ Rs. 1000/- per month.

(7) Demand No. 7: **Conveyance Allowance**

It is demanded that with effect from 01-01-2011, the management shall pay each employee a sum of Rs. 1,000/- per month towards conveyance allowance.

(8) Demand No. 8: **Supplementary Allowance**

It is demanded that all the workers should be paid a rise of Rs. 2,000/- supplementary allowance.

(9) Demand No. 9: Leave Travel Allowance

It is demanded that each worker should be entitled to leave travel allowance at the rate of one Gross salary once a year.

(10) Demand No. 10: Medical Allowance

It is demanded that all the workers should be paid Rs. 1,000/- per month as Medical Allowance.

(11) Demand No. 11: Shift Allowance

It is demanded that the worker should be paid shift allowance at the rate Rs. 50/- for first shift and Rs. 100/- per second shift respectively.

(12) Demand No. 12: Shift Time

1st shift 08.00 to 16.00 hrs.

2nd shift 16.00 to 00.00 hrs

Tea Breaks in shift:

Tea Breaks 2 times per shift 10.00 a.m to 10.15 a.m & 14.30 to 14.45 hrs.

2nd shift 18.00 to 18.15 and 22.00 to 22.15 hrs.

(13) Demand No. 13: Leave Facilities

It is demanded that the workmen be eligible to the following leave facilities:

- (a) Privilege Leave: 30 days per annum
(to be accumulated for a period of 150 days).
- (b) Casual Leave: 15 days per annum.
- (c) Sick Leave: 15 days per annum
(to be accumulated for a period of 50 days).

All the above leave should be allowed to encash.

- (d) Holiday: 15 days per annum
(However the said holidays to be finalized by the Management/ Union at the beginning of every calendar year).

(14) Demand No. 14: Over time

It is demanded that over time should be paid on Gross salary or choice to choose overtime/ /compensative off.

(15) Demand No. 15: Loan

- a) Personal Loan: All workmen should be provided a personal loan of Rs. 5 lakhs @ 2% per annum.
- b) Housing Loan: All the workmen should be provided a housing loan as per required by

the employee @ 2% per annum. For personal loan all facilities should be done by the company & loan installment should be deducted from the monthly salary.

(16) Demand No. 16: Festival Advance

It is demanded that workers should be paid festival advance of Rs 10,000/- for any one of the festival. The amount paid should be recovered in ten (10) equal installments of Rs. 1,000/- each from the salary.

(17) Demand No. 17: Monsoon Allowance

It is demanded that an amount of Rs. 1,000/- p.a. should be given as Monsoon Allowance to the workmen.

(18) Demand No. 18: Bonus

It is demanded that every worker should be paid Bonus every year @ 20% on the salary earned during financial year without any ceiling. The Bonus ought to be paid 15 days before Ganesh Festival.

(19) Demand No. 19: Incentive

It is demanded that all the workmen should be paid 2% of the profit share per annum.

(20) Demand No. 20: Punching Card

It is demanded that provision of punching card should be made near the security gate.

(21) Demand No. 21: Transport

It is demanded that transport facility be provided to both the shift 1st and 2nd shift from Ponda, Vasco, Goa Velha, Sanvordem.

(22) Demand No. 22: Service Reward

It is demanded that Company should give service reward to the workman who completes 5yrs., 10 yrs., 15yrs., 20yrs. Should pay Rs. 10,000/- (5 yrs.), Rs. 20,000/- (10 yrs.), Rs. 30,000/- (15 yrs.), Rs. 40,000/- (20 yrs.).

(23) Demand No. 23: Insurance Policy

It is demanded that the entire workmen should be covered under Group Personal Accident Insurance Policy. The accident covers for each Workman shall be an amount of Rs. 5 lakhs. Each employee should be insured on a 24 hours.

(24) Demand No. 24: Death Relief Fund

It is demanded that the existing policy of the Company should be included in the settlement.

(25) Demand No. 25: Period of Settlement

Period of settlement 36 months effective from 01-01-2011 to 31-12-2013.

(26) Demand No. 26: Medical Scheme

It is demanded that:-

- (a) All the workmen who are out of ESI Scheme should be given unlimited amount should be given for treatment for self, spouse & two dependent children up to the age of 25 yrs.
- (b) Normal Medical Bills shall be claimed after submission of Bills amount should be provide within 15 days.

(27) Demand No. 27: It is demanded that Company should give time for Union to take meeting in the premises every three months (3 months).

(28) Demand No. 28: It is demanded that Company shall allow short leave or late reporting four (4) times per month to all workers in case of any emergency.

(29) Demand No. 29: It is demanded that any policy and cultural programme is to be discussed by the Management with Union Committee Member.

(30) Demand No. 30: It is demanded that in case the Company is merged with the other Company, 30% of rise to be given in the salary.

(31) Demand No. 31: Company should provide five day week facility to all the workmen who are on the muster roll of the company.

(32) Demand No. 32: Bandh Day

Whenever factories are closed or transport is not available due to any reason beyond the control of the workmen and if the workmen are not able to come to the factory for work, then, that day should be considered as "paid day".

- (2) If the answer to issue No. (1) above is in the negative, then, what relief the workmen are entitled to?
- (3) Whether the counter demands raised by the management of M/s. Sanofi Aventis Pharma Limited, Verna, as enumerated below in Annexure-I, II & 'III' are legal and justified?"

Annexure-I

Basic requirements expected from operators (in addition to the existing clauses in the Standing Order and Settlement dated 26-12-2008)

1. Collaborating for Maximizing Equipment Utilisation:

- a) Availability of operators at work place shall be sharp 8.00 a.m. of first shift, 4.00 p.m. in second shift and 12.00 p.m. in third shift.

- b) Operators to leave work place (place or work) at 4.30 p.m. for first shift, 12.00 p.m. in the second shift and 8.00 a.m. in the third shift.
- c) Any operator punching his attendance card or reporting at place of work at 10 minutes from the start of the shift, will be liable for deduction of 1/2 day leave. No intimation in this regard, may be given to the concerned operator.
- d) Lunch break & Dinner break timing of 30 mins. to be strictly followed, machine to start-up immediately.
- e) Operators should remain at the work place except during IPC checks.
- f) Machines to start within 10 minutes (i.e. 08.10 am in first shift) latest at beginning of shifts & after lunch/dinner breaks.
- g) No stoppage during first & second shifts transition/hand over.
- h) Stoppage of machine 15 minutes before end of shift for cleaning purposes (at 11.45 p.m. in second shift).
- i) Immediate communication in case machine is stopped due to any reason.
- j) Flexibility for working in different areas as per daily requirements at the advice of the supervisors.
- k) Management will require to work in the third shift based on Production requirement. Prior notice of 6 days will be provided. All employees will report in the third shift as and when required. Failing which, the Management can pursue necessary action against erring employees.

2. Productivity:

- a) Flexibility of operators to work in the third shift as per requirements.
- b) There should be no stoppages of the machine for bunker charging in compression charging area once bunker is empty.
- c) During 1st IPC testing compression m/c should be in running condition (After conforming the weight and the thickness).
- d) Inform the breakdown of the machine to the concerned engineering the team and concerned supervisor immediately,

whenever there is any breakdown of the machine. The operator to be present during the rectification.

Annexure-II

List of Operators for Basic Salary Increase for 2011 settlement

Sr. No.	Group 1	DOP
1.	Dinesh Naik	2-Aug-99
2.	Dhana Naik	2-Aug-99
3.	Krishna Shirshodkar	2- Aug-99
4.	Felix D'Souza	9-Nov-99
5.	Ajay Phadte	1- Nov-99

Sr. No.	Group 2	DOP
1.	Surya Naik	1-Jan-00
2.	Rajesh Naik	1-Jan-00
3.	Dilip Phondekar	1-Jan-00
4.	Shankar Pandit	1-Jan-00
5.	Sanjay C. Patil	1-Jan-00
6.	Rajesh Borkar	1-Jan-00
7.	Satish Naik	1-May-00
8.	Mangirish Patio	1-May-00
9.	Vishwanath Arolkar	1-May-00
10.	Kalpesh Salaskar	1-May-00
11.	Sandeep Gaonkar	1-May-00

Sr. No.	Group 3	DOP
1.	Bholanath M. Kankonkar	10-Aug-03
2.	Navindra Borkar	4-Sep-03
3.	Jagdish Shetkar	12-Aug-04
4.	Rajendra K. Naik	22-Apr-04
5.	Gopi Sawant	1-Jun-05
6.	Gaspar Fernandes	1-Jun-05
7.	Vijaykumar Naik	1-Sep-05
8.	Suraj Tamse	1-Sep-05
9.	Iresh Uppalwar	1-Oct-07
10.	Ashwek Parab	1-Oct-07
11.	Sushant Naik	1-Oct-08
12.	Sachin Naik	1-Oct-08
13.	Keshav Naik	1-Oct-08

1. Discipline:

- Prior information of the shift change/ absenteeism as per the company's policies.
- Maximum number of late comings 2 (two) in a calendar month and max. time 10 minutes, after which employee has to apply for half day, alternatively salary for half day will be deducted.

- In case operator is absent without information person running the machine in first shift should continue the machine in II shift.
- Lifting of soiled plates in the canteen.
- Attending meetings and training sessions after the advice of the supervision.

In case of violation of any of the clauses in the settlement, the Management reserves the right to deduct a proportion of some all the benefits of the settlement.

Annexure-III

General Provisions

- The union and the workers have specifically agreed to implementation of various requirements/procedures under ISO, FBA regulations, GMP EHS, Factories Act and Gowning procedures and other Global/International Authorities, etc.
- This settlement is in full and final settlement of all demands raised by the union in their charter of demands mentioned in the recital of this case above and other demands, which are not specifically dealt with or not pressed in this settlement, shall be treated as settled.
- The union and the workmen individually, jointly or through any other union or agency, agree not to raise or pursue any dispute in respect of any demand whether specifically covered or not pressed or withdrawn in this settlement and further agree not to raise any demand involving any financial burden or otherwise on the company, directly or indirectly, during the currency of this settlement. The company agrees not to raise or pursue any dispute specifically covered or withdrawn during the currency of this settlement.
- In case of a legislation or otherwise, identical or similar benefit as accruing to the workmen under this settlement, are introduced in future by the government, the union and the workmen will be entitled to opt for benefits either under this settlement or the legislation in its totality, whichever is more beneficial to them, but not both.
- Both parties also agree that in case of any individual/group grievances, every effort will be made to resolve it in the first place by mutual discussions between the

- parties in accordance with the existing grievance procedure, and without either party resorting to any unilateral action. It is also agreed between the parties that in the event that they do not arrive at a mutually acceptable solution, both parties will follow constitutional and legally established machinery/methods for the settlement of disputes and shall not resort to any direct and/or agitational methods.
- f. It is in interest of the company and its workmen that the company must sustain and improve its competitive status and earning capacity. For this the union and its workmen agree to co-operate with the Management in all necessary efforts to continue to improve efficiency, productivity, various continuous improvement programmes and elimination of wastage.
 - g. It is expressly understood by the Union and its workmen that all the prevalent service conditions shall continue to remain unaltered and the union and the workmen agree to abide and follow these conditions for the overall efficiency of the plant and the company.
 - h. It is understood by the Union and the workmen that any rules & regulations, existing practices, privileges, terms and conditions currently prevailing in the company as a matter of policy or statute which have not been expressly altered as a result of this settlement shall continue to remain in force and the union and its workmen shall abide by the same. Any alteration in the existing policy, rules and regulations, existing practices and privileges or introduction of any new policy, rules and regulations, practices and privileges by the company during the tenure of this settlement in accordance with the existing law at the time of such alteration/introduction, and which does not prejudice the terms and conditions of this settlement shall be followed by the Union and its workmen. Similarly any statute modified or introduced by the Government during the tenure of this settlement shall be complied with by the company as well as the union and its workmen.
 - i. The union and the workmen appreciate that it is essential to improve and maintain the competitive status and profitability of the company and reduce that costs as an ongoing exercise. The union and the workmen shall continue to adhere to all measures adopted by the company from time to time towards the goal, including the following:
 1. introduction of new and/or improved methods and machinery, restructuring, re-allocation or reorganization, flexibility of manpower allocation and method simplification or modification or improvements in various inputs.
 2. Both parties agree to carry out modifications, abolition of wasteful practices, introduction of appropriate procedure for effective and maximum utilization of the operating time, overlapping shift timing and such other methods as may be considered appropriate jointly which will result into work simplification or overall improvement in the efficiency.
 3. It is agreed that workmen shall work in any section/department as per the requirement for the company.
 4. It is agreed that workmen shall adhere to working in shifts as notified from time to time and accepting overtime work as and when it is required.
 5. It is also agreed that safety of the plant, machinery/equipments and personnel is of paramount importance and both the parties shall protect it under all circumstances.
 6. It is also agreed that all workmen will adhere to the shift timings by starting the work on the time and not leaving the place of work until & unless he is relieved by the next shift operator.
 7. It is also agreed that all workmen will attend the training programmes they are nominated for as per their training & development plans.
- (4) If the answer to issue No. (3) above is in the negative, then, what relief the workmen are entitled to?"
2. Upon receipt of the dispute, a case was registered under No. IT/56/12 and registered AD notices were issued to both the parties and

upon service Party I filed the claim statement at Exb. 7 and Party II filed the written statement at Exb. 8. Party I then filed the rejoinder at Exb. 10.

3. In the claim statement it is in short the case of Party I that it represents about 50 permanent workmen on the rolls of the company which is engaged in the manufacture of pharmaceuticals, drugs and other similar products. That the company from the time of new committee of the union was elected has been attempting to disrupt the unity of the workmen employed by the company, who are the members of the union. It is stated that the previous settlement dated 24-12-08 came to an end and expired on 31-12-2010. It is stated that the union had served a fresh charter of demand on the management vide letter dated 13-12-10 and called upon the management to negotiate but the management refused. As such, union called upon the Conciliation Officer who held several meetings but the management refused to offer any better terms of service in relation to the workmen. It is stated that in the mean time the management commenced employing various employees undertaking the very same operation and duties done by regular workers by designating them as "Management Associates". It is stated that the above act of the management amounts to an unfair labour practice. It is stated that the negotiations before the Conciliation Officer failed and as such the Charter of Demands raised by Party I came to be referred to this Tribunal. It is stated that the counter demands contained in the order of reference do not constitute industrial dispute and needs to be rejected.

4. It is further the case of Party I that the condition of service have remained unchanged for the past several years though there has been a drastic rise in the inflation rate and the prices of all the essential commodities have sky rocketed making it impossible for the concerned workmen to make ends meet. It is stated that the company has made large profits in the last two years and also from its inception and its profits are expected to rise further and thus at the end of the financial year 2010 its financial position would be excellent. Party I has reiterated the demands and listed in the order of reference in the claim statement and has given justification in support of each of demands.

5. In the written statement, it is in short the case of Party II that the original demand has been raised by the Goa Kamgar Karmachari Sena and the statement of claim has been signed by the

Bharatiya Kamgar Sena and as such there are no means to find out whether workers have resigned from Goa Kamgar Karmachari Sena. It is stated that the issue of representative capacity of Bharatiya Kamgar Sena be taken as preliminary issue. It is stated that the union has not said anything with reference to the demand of the management nor has given justification as to why the demand of management are required to be considered. It is stated that the Charter of Demands as demanded by Goa Kamgar Karmachari Sena are absolutely irrational, exorbitant and have been made in contravention of the well established principle of industry cum region, capacity to pay, comparable concerns and existing emoluments paid to the workers. It is stated that the existing emoluments and other facilities drawn by the workers are better and far more superior in the comparable concerns and industry in the region. It is stated that Party II has never made any attempts to disrupt the unity of the workmen employed by the company, who are the members of the union. It is stated that the settlement before the Conciliation Officer could not be arrived at because of the unreasonable demands of the union. It is stated that recruitment of employees is a continuous process and the management recruits the people as per the business exigencies and therefore it cannot be termed as unfair labour practice. It is stated that during the meetings with the union and the Conciliation Officer, the management gave several proposals to the union but on account of the unreasonable demands of the union and adamant attitude of the union/workmen no settlement could be arrived at. It is stated that the counter demands made by the company are legal, justified and based on the standing orders, basic requirements, good manufacturing practices in the pharmaceutical industry as required by the local as well as international certifying agencies. It is stated that the factory undertaking at Verna, Goa has started its operation in the year 2000 and is still in the infancy stage. It is stated that even otherwise the profits of the company has nothing to do with the contribution of the factory at Verna and that the same are to be shared with its shareholders as well as to be invested in further development of the business. It is stated that in order to compete with market requirements and to be competitive in the market competitions, the company has to make huge investments every year. It is stated that the present market scenario in the pharmaceutical industry is very volatile and no predictions can be made. It is stated that the emoluments and the facilities provided by the

company to its workers are fair, ideal and reasonable as compared to other companies. It is stated that the justification given by the union in support of their demands does not satisfy the industry cum region principle, paying capacity and comparable concerns etc. and also not taking into account the existing emoluments and that the union has failed to show any proper and rational justification as required to be shown as per the principle of region cum industry. As regards the demands raised by the Party I are concerned, Party II has stated that the same cannot be granted for the reasons stated in the written statement. It is also the case of the company that the demands raised by them are the basic rights of the company to achieve productivity for eight hours in a shift for which the workers are paid for. It is stated that their demands are fair, just, reasonable and lawful.

6. In the rejoinder Party I has denied the contentions made by Party II in the written statements.

7. In the course of further proceedings both the parties filed an application dated 04-08-14 at Exb. 10 stating that they have settled the subject matter of dispute by arriving at a settlement dated 08-07-14 and the same has been registered before the Dy. Labour Commissioner vide registration No. 33/2014 and they have prayed for an award in terms of the said settlement. This application has been signed for the Employer by Mr. Magno Fernandes, Director-Goa Site, M/s. Sanofi Aventis Pharma, for the Workmen by Mr. Rajesh Naik, President of Local Committee, Bhartiya Kamgar Sena and Adv. Shri G. B. Kamata for Party I. The parties have also annexed the copy of settlement dated 8-7-14 to Exb.10 and the same reads as under:

Short Recital of the Case

This memorandum of settlement is signed on this 08th July, 2014 between the management of M/s. Sanofi India Ltd. (Formerly Aventis Pharma Limited) having their factory at Verna Industrial Estate, Verna, Goa (herein after referred to as the "Company") and the workmen employed under it, represented by Bhartiya Kamgar Sena, having their office at Prafullban Society, R. K. Vaidhya Road, Dadar (E), Mumbai-400028 (hereinafter referred to as the "Union").

WHEREAS The Workmen of company, who were represented by ALL INDIA TRADE & COMMERCIAL WORKERS UNION, sent a communication through Goa Kamgar-Karmachari Sena vide letter dated 10-11-2010

informing that all the workmen as per the list attached have become members of their Union. Subsequently, vide letter dated 13-12-2010 informing the management of termination of existing settlement at the end of the period and also vide same letter submitted a fresh charter of demands on behalf of the workmen with a request to the Company to consider and settle their demands.

And whereas after having several meetings and bilateral negotiations by and between the Company and Union, on the matter of charter of demands, the parties could not arrive at an amicable settlement and thus, the union and the company approached the Dy. Labour Commissioner, Department of Labour, Government of Goa, Margao, Goa for an amicable settlement.

The Dy. Labour Commissioner, Margao held joint meetings with the representative of the management and the representative of the workmen. Though various proposals were exchanged between the parties, since there could not be any amicable settlement, Dy. Labour Commissioner sent failure report to the Govt. of Goa.

WHEREAS the Government of Goa vide its letter No. 28/34/2012-Lab/584 dated 23-10-2012 referred the matter for adjudication before the Industrial Tribunal at Panaji, constituted under Section 7-A of the Industrial Disputes Act, 1947, in regards to the charter of demands being reference IT/56/12.

Thereafter the management received a letter dated 17-12-2012 vide No. 2142/2012 from the Bhartiya Kamgar Sena that the workmen concerned in the reference, as per the annexure A enclosed have joined their Union and requested to consider their union as the sole bargaining agent.

Subsequently the management received another letter dated 18-12-2012 from the Bhartiya Kamgar Sena stating that the workmen in the reference resigned from the Goa Kamgar Karmachari Sena union and are joining the membership of Bhartiya Kamgar Sena.

AND WHEREAS Bhartiya Kamgar Sena expressed their desire to adopt the same Charter of Demands dated 13-12-2010 submitted by the Goa Kamgar Karmachari Sena. Subsequent to the discussions with Bhartiya Kamgar Sena and the management on the said Charter of Demands dated 13-12-2010 sent by Goa Kamgar Karmachari Sena, the following settlement has been arrived at by and between the parties with the intent that

it shall be binding upon the parties under Section 2 (P) read with Section 18 (1) of the Industrial Disputes Act, 1947.

Now this Settlement Witnesseth and it is hereby Agreed by and between the Parties as follows

1.0 Objectives, Intent and purpose of this settlement:

1.1. The purpose of this Settlement is to provide orderly, effective and harmonious industrial relations through collective bargaining, to maintain cordial and meaningful relations between the Company and the workmen, to maintain fair wage and service conditions, to ensure prompt and fair redressal of grievances, to foster positive discipline and total observance of all rules and regulations everywhere in the organisation, to sustain and improve efficiency, smooth and uninterrupted operations in the Factory and to increase individual and overall productivity all around and ensuring also the welfare of the workmen.

1.2. Recognising the rights and responsibilities of the Company and appreciating that the Company must improve and sustain its competitive status and earning capacity through concerted efforts aimed at improving efficiency and productivity, the Workmen agree to render complete, wholehearted and unstinted co-operation in improving productivity, to improve continuously the quality of the Company's products and to ensure on-time delivery.

1.3. To re-dedicate and re-affirm our mutual faith to work together for the continuous stability, growth and profitability so that our organisation becomes WORLD CLASS, serve customers to international standards, develop technologies related to both process and products, hold our own against competition and to become global in our thinking and approach.

1.4. The parties will co-operate in securing improvements in overall productivity and avoiding all forms of waste including waste of time and materials and all wasteful practices. For achieving the above objectives and to sustain and improve the competitive status of the Company, effectively respond to and satisfy customer needs and to improve its production and earning capacity, and pledge to foster and encourage the highest degree of co-operation between the Company and their Workmen at all levels.

1.5. It is the intent and purpose of the parties hereto that under the existing highly competitive conditions in the industry, all efforts will be directed at maximising production/productivity, quality, containing the manufacturing costs at appropriate levels and eliminating all wasteful practices. In order to achieve this, there shall be appreciation of obligations on either side.

1.6. It is clearly understood and agreed by the parties hereto that the objectives of the Settlement are not only to ensure harmonious industrial relations resulting in improved productivity and higher earnings to Workmen, but also to review, streamline and rationalise various procedures, practices, systems, etc. and to ensure optimum utilisation of all resources, maintain optimum inventory levels, elimination of all wasteful practices and due enforcement of discipline for the sustained stability and growth for achieving the targeted turnover and profitability of the Company.

2.0 Management Role:

2.1. In discharging their responsibilities, the Management shall be the providers of direction and long term perspective for the organisation. All such necessary performance such as adequate long term and short term planning, required capital expenditure and investments in plant, equipment etc., development and sufficient provision of vital infrastructural facilities such as space and power, development and management of sources of raw material/supplies of input to the Production Unit, adequate manpower planning and stationing and governance of the Employee population shall be considered as Management responsibilities.

3.0 Employee Role:

3.1. While discharging their responsibilities through their efficient and effective performance, the Workmen shall co-operate in all initiatives, Lean, Supply Chain Management, Modernisation, change in technology and manufacturing processes, contemporary management techniques and practices and optimising the use of men, material and machinery. Implementation of safety measures and using safety appliances, personal protection equipment's (PPE), etc. Workmen agree jointly and severally to extend their full co-operation to the company in improving effective working time, enforcing discipline, improving the efficiency, maintaining punctuality and regularity in attendance, improving quality & safety at workplace consistently and eliminating wastage and unproductive practices which will hamper production/productivity.

4.0 Collaborative Efforts:

4.1. Harmonious Industrial Relations, healthy practices and commitment on either side to resort only to constitutional means to resolve differences, if any, are accepted as prerequisites for successfully steering the Company to establish growth and attain an enviable position in the industry. Both parties firmly believe that joint efforts on the lines referred to above, will enable them to attain their cherished goals.

1. Applicability:

The provisions of this settlement shall be applicable only to 24 permanent workmen (referred in the Ref. No. IT/56/12) who are members of the Union and, are on the rolls of the company on the date of signing of this settlement (as per the list attached in Annexure A) and no other workmen or employee shall be covered under this settlement.

It is further agreed between the parties that the provisions of this settlement however shall not be applicable to the workmen employed by any of the contractors or those who are employed as retainer/consultant or casual/temporary/part-time workmen for whatsoever job work or in whatsoever capacity, they are engaged.

2. Basic Pay & Fitment:

It is agreed that the following revised pay scale shall apply to all the eligible workmen during the tenure of this settlement. The basic pay scale of the workmen shall be 3000-400-5000- 425 -7125-450-9375-475-11750-500-14250-525-16875. Each permanent workman on the rolls of the company shall be given an ad hoc rise in their existing Basic Pay w.e.f. 1st January, 2011 as follows:

Group 1: Rs. 1,800/- per month.

Group 2: Rs. 1,700/- per month.

On adding the above amount into the existing Basic Pay & Personal Pay (drawn in December, 2010), the revised basic salary so arrived will be then fitted in the revised pay scale at appropriate level. If there is no corresponding step in the revised salary scale, the residue amount if any, due to this fitment, will be considered as a personal pay. This personal pay will be considered for calculating all benefits such as Over Time Wages, Provident Fund, Bonus, Leave Travel Allowance, etc.

Basic scales for new employees taken on Probation/Confirmation will be fitted into a basic scale depending on his qualifications and experience and is at the discretion of the Management.

3. House Rent Allowance:

Each permanent workman on the rolls of the company shall be given a rise in their existing House Rent allowance w.e.f. 1st January, 2011 as follows:

Group 1: Rs. 900/- per month.

Group 2: Rs. 800/- per month.

House Rent Allowance will attract only contributions towards ESI in accordance with the prevailing statute. It shall not be considered for the purpose of PF, Bonus, Gratuity and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

4. Lunch Allowance:

The prevailing Lunch Allowance of Rs. 575/- per month will continue. This allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence. The present system of providing a subsidy of Rs. 12/- per meal will continue, however any further increase in the meal prices will be shared in the proportion of 75:25 between the Management and the employees respectively.

5. Education Allowance:

Each permanent workman on the rolls of the company shall be given a rise of Rs. 850/- w.e.f. 1st January, 2011, in their existing education allowance.

This allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

6. Conveyance/Transport Allowance:

Each permanent workman on the rolls of the company shall be given a rise of Rs. 750/- w.e.f. 1st January, 2011 in their existing Conveyance/Transport allowance. Conveyance/Transport allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

7. Medical Allowance:

A medical allowance scheme was proposed during the last settlement for those workmen, who were exempted from ESIC Scheme. Under the scheme an amount of Rs. 300/- per month is being paid as domiciliary medical reimbursement effective from the month the contribution to the ESIC scheme is stopped.

An amount of Rs. 200/- will be added to the existing Medical allowance w.e.f. 1st January, 2011 as a part of the settlement.

As per the existing scheme, an amount of Rs. 300/- per month will be paid for each such workman from the month they will be out of coverage of ESIC scheme. However, employees who are already getting a medical allowance of Rs. 300/- will not be eligible for this. Maximum medical allowance eligible to any employee will be Rs. 500/- per month. The amount will be paid through salary and all Income Tax rules will be applicable.

8. Medical Scheme:

All such workmen who are exempted from ESIC scheme (as in clause 7) will be covered under a suitable insurance policy for Medical Hospitalization Reimbursement Policy upto an amount of Rs. 75,000/- per financial year for self, spouse and up to 2 dependent children up to 21 years of age. The hospitalization claim shall be directly settled with insurance company and all the terms & conditions as prevalent with the Insurance Company will be applicable.

As and when the existing employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act, the hospitalization benefit scheme will cease to be in operation.

9. Leave Travel Allowance:

All permanent employees on the rolls of the company will be paid an amount equivalent of one month Basic Pay & Personal Pay as Leave Travel Allowance. All other conditions for availing LTA will be as per the LTA policy of the company and will remain the same.

10. Shift Timings:

It is agreed that the shift timings will be as follows (in case of three shift working):

Shift	Timing	Lunch/Dinner
First	08.00 hrs.–16.00 hrs.	30 mins.
Second	16.00 hrs.–00.00 hrs.	30 mins.
Third	00.00 hrs.–08.00 hrs.	30 mins.
General	09.00 hrs.–17.30 hrs.	30 mins.

It is agreed that the shift timings will be as follows (in case of two shift working):

Shift	Timing	Lunch/Dinner
First	08.00 hrs.–16.30 hrs.	30 mins.
Second	16.00 hrs.–00.00 hrs.	30 mins.
General	09.00 hrs.–17.30 hrs.	30 mins.

- a) It is also agreed that, as per the prevailing practice and business needs, the company will decide to work in One/Two/Three shifts/ /Extended shift as and when the need arises as per business requirement or due to exigencies of work.
- b) Availability of operators at work place (place of work) at start of shift indicated above i.e. sharp 08.00 hrs. for first shift, 16.00 hrs. in second shift and 00.00 hrs. in third shift.
- c) During Two Shift Operations–
 - I. Machines to start within 10 minutes (i.e. 08:10 am in first shift) latest at beginning of shifts.
 - II. No stoppage during first & second shift transition/hand over.
 - III. Stoppage of machine 15 minutes before end of shift for cleaning purposes (at 11.45 pm in second shift).
- d) Operators to follow running handover strictly–
 - I. Operator shall ensure that the machine is not stopped during shift change and handover the machine in running condition to the next operator.
 - II. The operator shall ensure that he/she takes the handover prior or sharp at respective shift timings mentioned and notified from time to time.
 - III. Operator to remain at the respective post till the other operator is able to take over the charge during shift change.
 - IV. Operators to ensure that at no circumstances, machine shall be stopped during shift change. Similarly staggering shall be strictly followed during lunch/ /dinner break.
- e) Maximum number of late comings 3 (three) in a calendar month and max. late time 10 minutes, after which the employee has to apply for half day alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the work place earlier than the designated time [mentioned above as per clause 10 (c)].
- f) Any operator punching his attendance card or reporting at place of work after 15 minutes from the start of the shift, the employee has to apply for half day alternatively salary for

half day will be deducted. No intimation in this regard, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the work place earlier than the designated time [mentioned above as per clause 10 (c)].

- g) Lunch break & Dinner break timing of 30 mins. to be strictly followed and necessary staggering should be done.
- h) Shift operating personnel will remain at their posts until he is relieved by his successor or their supervisor is able to make other arrangements for their relieving.
- i) Operators should remain at the work place & may leave work place for IPC checks or only work related issues with permission of their supervisors.
- j) Immediate communication in case machine stoppage to be given by the operator to the supervisor or maintenance engineer, to ensure maximum machine utilization and minimize the wastage.

11. Shift Allowance:

All confirmed employees working in second shift will be paid a shift allowance of Rs. 25/- per shift worked and Rs.50/- incase of third shift. This will not be applicable for extended hours. Rules and regulations for claiming this allowance will be made in accordance with the provisions of the law relating to shift working. This amount will not attract any other benefit such as Provident Fund, Gratuity, Bonus and Overtime Payments.

12. Leave & Paid Holidays:

All such workmen who are exempted from ESIC scheme (as in clause 7) will be given an additional 2 days of sick leave per calendar year (on pro-rata basis). These leaves will be withdrawn, as and when the employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act. All other terms and conditions with respect to leave and paid holidays as per the prevailing practice and as detailed in the Certified Standing Orders will be applicable.

13. Over Time:

Overtime shall be paid as per the provisions of the Factories Act, 1948 and other relevant statutes. This amount shall not be taken into account for PF, Gratuity, Bonus and Leave encashment. The overtime shall not be refused when asked due to exigencies of work.

14. Loan:

The permanent workman shall be entitled, from the date of signing of this agreement for a 50% interest subsidy on personal loan of up to Rs.1,20,000/-. The workman shall satisfy all the terms and conditions attached to the loan. The company shall reimburse 50% of the interest charged by the bank to the workman in his/her monthly salary. Any rules & regulations made under the loan scheme in future shall be binding on all workmen. Till the loan amount is fully repaid, workmen will not be entitled to any other company loan. Prevalent rules as applicable under Income Tax will be applicable.

15. Festival Advance:

The permanent workmen shall be entitled to avail festival advance of Rs. 5,000/- per year. The advance will be paid once a year, either for Diwali, Id or Christmas as per request made by the workmen in writing. The advance shall be deducted in 5 equal monthly installments from the salary of the workmen from the month when the advance is availed.

16. Monsoon Assistance:

An amount of Rs. 500/- shall be paid as monsoon assistance, every year along with the salary, in the month of May-June.

17. Bonus:

The payment of Bonus shall be as per the provisions of the Payment of Bonus Act, 1965, and rules made there under.

18. Insurance Policy:

All workmen would be covered under the Group Personal Accident Insurance Policy. The accident coverage for each workman will be for an amount of Rs.1,00,000/- (Rupees one lakh only). The coverage will be on a 24-hour basis. The terms and conditions prevailing as per the policy shall be binding.

19. Lumpsum Payment:

It is agreed that the Company shall pay a one time lump sum amount of Rs. 5,000/- as a settlement signing incentive.

20. General Provisions:

- a. The union and the workmen have specifically agreed to implementation of various requirements/procedures under ISO, FDA regulations, GMP, EHS, factories act & gowning procedures and other Global/International authorities, etc.

- b. This settlement is in full & final settlement of all demands raised by the union in their charter of demands mentioned in the recital of this case above and other demands, which are not specifically dealt with or not pressed in this settlement, shall be treated as settled.
- c. The union and the workmen individually, jointly or through any other union or agency, agree not to raise or pursue any dispute in respect of any demand whether specifically covered or not pressed or withdrawn in this settlement and further agree not to raise any demand involving any financial burden or otherwise on the company, directly or indirectly, during the currency of this settlement. The company agrees not to raise or pursue any dispute specifically covered or withdrawn during the currency of this settlement.
- d. In case of a legislation or otherwise, identical or similar benefit as accruing to the workmen under this settlement, are introduced in future by the Government, the Union and the Workmen will be entitled to opt for benefits either under this settlement or the legislation in its totality, whichever is more beneficial to them, but not both.
- e. Both parties also agree that in case of any individual/group grievances, every effort will be made to resolve it in the first place by mutual discussions between the parties in accordance with the existing grievance procedure, and without either party resorting to any unilateral action. It is also agreed between the parties that in event that they do not arrive at a mutually acceptable solution, both parties will follow constitutional and legally established machinery/methods for the settlement of disputes and shall not resort to any direct and/or agitational methods.
- f. The union and their workmen agree to participate in departmental, safety committee, cultural committee & works committee meetings.
- g. It is in interest of the company and its workmen that the company must sustain and improve its competitive status and earning capacity. For this the union and its workmen agree to co-operate with the Management in all necessary efforts to continue to improve efficiency, productivity, various continuous improvement programmes and elimination of wastage. As a measure of the same it is agreed that workmen or employee shall co-operate and participate in different initiatives for Lean Management (+ QDCI, VSM)/GMP/Safety).
- h. It is expressly understood by the Union and its workmen that all the prevalent service conditions shall continue to remain unaltered and the union and the workmen agree to abide and follow these conditions for the overall efficiency of the Plant and the company.
- i. It is understood by the Union and the workmen that any rules & regulations, existing practices, privileges, terms and conditions currently prevailing in the company as a matter of policy or statute which have not been expressly altered as a result of this settlement shall continue to remain in force and the union and its workmen shall abide by the same. Any alteration in the existing policy, rules and regulations, existing practices and privileges or introduction of any new policy, rules and regulations, practices and privileges by the Company during the tenure of this settlement in accordance with the existing law at the time of such alteration/ /introduction, and which does not prejudice the terms and conditions of this settlement shall be followed by the Union and its workmen. Similarly any statute modified or introduced by the Government during the tenure of this settlement shall be complied with by the company as well as the union and its workmen.
- j. It is understood and agreed upon by the Union and its workmen that usage of mobile phones in the Production area (Manufacturing & Packaging) and other restricted areas is not permitted. The workmen shall strictly abide by the mobile policy of the company.
- k. The union and the workmen appreciate that it is essential to improve and maintain the competitive status and profitability of the company and reduce the costs as an ongoing exercise. The union and the workmen shall continue to adhere to all measures adopted by the company from time to time towards this goal, including the following:
 - 1. Introduction of new and/or improved methods and machinery, restructuring, re-allocation or re-organization, flexibility of manpower allocation

and method simplification or modification or improvements in various inputs.

2. Both parties agree to carry out modifications, abolition of wasteful practices, introduction of appropriate procedure for effective and maximum utilization of the operating time, overlapping shift timing and such other methods as may be considered appropriate jointly which will result into work simplification or overall improvement in the efficiency.

3. It is agreed that workmen shall work in any section/department as per the requirement of the company. The company may also depute workmen in other department/on any other job than currently handled by him for upgradation of his skills or due to exigencies of work or company requirements.

4. It is agreed that workmen shall adhere to working in shifts as notified from time to time and accepting overtime work as and when it is required. Workmen from the prior shift shall co-operate and continue to work on overtime after his regular duty hours in case of absenteeism or work requirement.

5. It is also agreed that safety of the plant, machinery/equipments and personnel is of paramount importance and both the parties shall protect it under all circumstances. The workmen shall ensure at all times wearing of personal protective equipments wherever required as per safety norms required for personal safety.

6. The concerned workmen shall handover proper charge at work place during changeover from one shift to another. It is also agreed that all work men will adhere to the shift timings by starting the work on time and not leaving the place of work until & unless he is relieved by the next shift operator.

7. It is agreed that the workmen will adhere to all the rules of the cafeteria/canteen including lifting of soiled plates etc.

8. It is also agreed that all workmen will attend the training programmes they are nominated for as per the company's training & development plans.

21. Tenure of the Settlement:

The Settlement shall remain effective from 1st January, 2011 to 31st March, 2014, and shall continue to remain in force thereafter until such time it is validly terminated by either of the parties as per the provisions of the Industrial Disputes Act, 1947.

It is further agreed that the arrears arising out of any provisions shall be paid only to the workmen who are on the muster roll of the company as on the date of signing of this settlement as per Annexure 1.

22. Legal Closure of Ref No. IT/56/2012:

It is hereby agreed to by between the parties that Ref. No. IT/56/2012 pending in Industrial Tribunal will be disposed off by the concerned workmen covered under the said Ref. No. IT/56/2012 through their advocate and with the help of their present union namely, Bhartiya Kamgar Sena. All those workmen who are on the rolls of the company on the date of signing of the settlement will give individual declaration cum undertaking that with the signing of this settlement they will not be left with any demands either in terms of money or otherwise and that all their demands as stipulated in Charter of Demands dated 13-12-2010 which is under reference No. IT/56/2012 stands fully and finally settled.

Each of the workmen on the roll of the company on the date of signing of this settlement undertakes to apply to the Industrial Tribunal seeking an Award in terms of this settlement in the matter of Ref. No. IT/56/2012. This process of application before the Industrial Tribunal for disposing off Ref. No. IT/56/2012 in terms of this settlement will be completed by the individual workmen on the roll of the company as well as union will be completed on or before 14th August, 2014 and there by they will become eligible for receiving arrears arising out of this settlement. Accordingly, the arrears arising out of the settlement will be dispersed to the eligible workmen on or before 31st August, 2014.

The said payment shall be subject to any deductions under the prevailing laws and will be paid on completion of the necessary legal from signing of the settlement.

23. Collection of Union Dues:

It is agreed to by the beneficiary of this agreement i.e. by those workmen who will be recipient of these arrears arising out of this settlement that an amount of Rs. 4,500/- & Rs. 4,300/- from respective groups will be deducted towards union donation or any other amount from the arrears of the workman on written authorization either from the unit secretary or the local General Secretary. The amount so collected will be handed over to the Bhartiya Kamgar Sena.

It is agreed to by the parties that such deducted union donation amount will be handed over to the Bhartiya Kamgar Sena by the Company within 7 days from such deduction.

It is agreed that a copy of this settlement will be made available to all the workmen. This settlement shall be valid for any legal interpretation and will be taken as final.

It is agreed that a copy of this settlement will be sent to the Dy. Labour Commissioner for registration.

24. It is hereby agreed by and between the parties that any technical, legal, arithmetical and typographical error that may have inadvertently crept up in the settlement, will be resolved and rectified mutually and neither party will take undue advantage if any.

8. The above terms of settlement are signed for and on behalf of company by Shri Magno Fernandes, the Site Director and Shri Durgesh Pai Angle, the Head HR and Admin. For and on behalf of union, the above settlement has been signed by Shri Suryakant Mahadi, the President, Shri Sharad Azgaonkar, the Joint Secretary, Shri Sadanand Parab, the Joint Secretary, Shri Rajesh Naik, Shri Mangirish Patil, Shri Shankar Pandit, Shri Navindra Borkar, Shri Rajesh Borkar and Shri Sushant Naik. Two witnesses have also signed on this settlement. There is an Annexure 'A' attached to this settlement disclosing the list of operators with groups covered in the scope of settlement and the same is as under:

Annexure A

List of operators with Groups covered in the scope of settlement

GROUP I	
Emp. Name	DOP
1. Dinesh Naik	2-Aug-99
2. Dhana Naik	2-Aug-99
3. Felix D'Souza	9-Aug-99
4. Ajay Phadte	1-Nov-99
5. Surya Naik	1-Jan-00
6. Rajesh Naik	1-Jan-00
7. Dilip Phondekar	1-Jan-00
8. Shankar Pandit	1-Jan-00
9. Sanjay C. Patil	1-Jan-00
10. Rajesh Borkar	1-Jan-00
11. Mangirish Patil	1-May-00
12. Sandeep Gaonkar	17-May-00

GROUP II	
Emp. Name	DOP
1. Bholanath Kankonkar	10-Aug-03
2. Navindra Borkar	4-Sep-03
3. Jagdish Shetkar	12-Apr-04
4. Rajendra K. Naik	22-Apr-04
5. Gopi Sawant	1-Jun-05
6. Gaspar Fernandes	1-Jun-05
7. Vijay Kumar Naik	1-Sep-05
8. Suraj Tamse	1-Sep-05
9. Iresh Uppalwar	1-Oct-07
10. Ashwek Parab	1-Oct-07
11. Sushant Naik	1-Oct-08
12. Keshav Naik	1-Oct-08

9. I have gone through the above settlement signed by both the parties and I am satisfied that the terms of settlement are certainly in the interest of workman. I, therefore, accept the said terms and pass the following:

ORDER

1. The reference stands disposed off by consent award in view of terms of settlement annexed to Exb. 10, by both the parties.
2. No order as to costs.

Inform the Government accordingly.

Sd/-

(B. K. Thaly)

Presiding Officer,
Industrial Tribunal-
cum-Labour-Court-I.

Notification

No. 28/1/2014-Lab/Part-I/44

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 29-10-2014 in reference No. IT/09/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
Porvorim, 27th January, 2015.

IN THE INDUSTRIAL TRIBUNAL
AND LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Ms. Bimba K. Thaly, Presiding
Officer)

Ref. No. IT/09/04

Workmen rep. by,
All Goa Gen. Employees Union,
Mukund Building,
2nd Floor, P. O. Box. 90,
Vasco-da-Gama, Goa Workmen/Party I
V/s

M/s. Cosmed Analytical & Central
Services Pvt. Ltd.,
C.M.M. Bldg., Rua de Ourem,
Panaji, Goa. Employer/Party II

Workmen/Party I represented by Shri P. Gaonkar.
Proceedings Ex-parte against Employer/Party II.

AWARD

(Passed on this 29th day of October, 2014)

1. In exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (for short the Act), the Government of Goa vide order dated 1-1-04 bearing No. 28/26/2003-Lab/8 has referred the following dispute for adjudication by this Tribunal.

SCHEDULE

“(1) Whether the closure declared by the management of M/s. Cosmed Analytical & Central Services Pvt. Ltd., Nirankal Road, Curti, Ponda-Goa, with effect from 01-11-2001 is total and effective?

(2) In any event what relief the following workmen are entitled to?”

- | | |
|----------------------------|---|
| (1) Shri Khemu G. Gawde | Skilled Laboratory Assistant. |
| (2) Shri Manuel Fernandes | Skilled Laboratory Assistant. |
| (3) Shri Mohan S. Gawde | Laboratory Assistant. |
| (4) Shri Ramdas U. Palkar | Laboratory Assistant. |
| (5) Shri Subhas K. Naik | Sweeper. |
| (6) Shri Joaquim Dias | Sweeper. |
| (7) Shri Guru B. Gaonkar | General Attendant-cum-Laboratory Assistant. |
| (8) Shri Anil C. Shirodkar | Laboratory Assistant. |
| (9) Shri Suryakant Palker | Sweeper. |

2. Upon receipt of the dispute, a case was registered under No. IT/09/04 and registered AD notices were issued to both the parties. Records reveal that despite services of notice Party I did not appear before the court however Party II appeared through an Advocate. Records further reveal that as Party I failed to file the claim statement, Party II chose not to file the written statement and accordingly an award dated 16-03-04 was passed thereby holding that the closure declared by the management w.e.f. 1-11-01 is total and effective. Records further reveal that Party I then filed an application for settling aside the ex-parte award and the court after hearing both the parties, by order dated 9-11-04, set aside the award only in respect of the workmen, Shri Manuel Fernandes, Shri U. Palkar, Shri Subha K. Naik, Shri Joaquim Dias, Shri Guru B. Gaonkar, Shri Anil C. Shirodkar and Shri Suryakant Palkar. Thus, the dispute raised by Party I is presently being adjudicated only by the aforesaid workers.

3. It was thereafter Party I filed the claim statement. It is in short the case of Party I that C.M.M. group of companies (four in number) formed a partnership firm M/s. Cosmed Analytical & Central Services(CACS), to cater the common services such as Personnel, Engineering, Security, Research and Development, Quality Control Purchase and other several services. It is stated that common settlements governing the service conditions and the benefits to the workers were signed in the year 1992 and 1995. It is stated that temporary workers were also employed by the four companies which formed CACS. It is stated that in the year 1992, the settlement was signed by the then Union namely, all Goa General Workers Union however thereafter a majority of workers resigned from this Union and joined the Gomantak Mazdoor Sangh (GMS). It is stated that the management then decided to decentralize the functioning of group of companies and pursuant to discussions with Union, an understanding dated 30-04-96 was reached between the management and the Union. It is stated that Party II displayed a notice of closure w.e.f. 1-11-01 but it was in fact not a closure as normal working of common nature such as quality control etc. were continued. It is stated that after raising the dispute before ALC Ponda, Party II was fully taken over by one of the partners M/s. Wallace Pharmaceuticals Pvt. Ltd., who continued the same activities which were carried out by CACS. It is stated that M/s. Wallace Pharmaceuticals Pvt. Ltd. has taken over quality control lab along with the building and all the equipments and thereafter absorbed the officers and chemists working on the

roll of CACS but terminated the workers in this reference. It is stated that as the establishment is continued by one of the partners, there is no closure. and hence it shall be treated as fake closure. It is stated that the workers shall be reinstated with full back wages and continuity in services. It is stated that the termination of services of the workers is in violation of understanding dated 30-4-96. Thus, Party I has prayed to declare that the closure declared by the Party II is not total and effective; to declare that the termination of the workers is illegal, unjustified and in violation of terms of understanding dated 30-4-96; to declare that the understanding dated 30-4-96 was not implemented by the management and to direct Party II and its partners to absorb the workers with full back wages and continuity of services.

4. Records reveal that Party II thereafter filed an application dated 30-11-07 (Exb. 8) to delete its name in this reference as the said company was wound up from 22-6-07 as per the order dated 22-6-07 of the Hon'ble High Court in company Petition No. 5/2007. Party II also annexed the copy of above order to Exb. 8. Party I in reply dated 25-1-08 (Exb.10) stated that they were not filing reply to the above application and requested the court to pass appropriate orders.

5. Records further reveal that Party I thereafter filed application dated 17-4-08 (Exb.12) to implead M/s. CFL Pharmaceuticals, M/s. Beiersdorf India Ltd., M/s. Colfex Laboratories and M/s. Wallace Pharmaceuticals Pvt. Ltd., as parties in this reference. This application was decided after hearing the parties sought to be impleaded thereby dismissing the same, by order dated 13-8-12 (Exb. 27).

6. In the course of further proceedings issues dated 30-9-13 (Exb.29) were framed.

7. In their evidence Party I examined Shri Anil Shirodkar as witness No. 1, Shri Guru Gaonkar as witness No. 2, Shri Ramdas Palkar as witness No. 3, Shri Subhash Naik as witness No. 4 and Shri Joaquim Dias as witness No. 5.

8. Heard Ld. Rep. Shri P. Gaonkar for Party I, who argued that the workmen were appointed by CACS, a partnership firm and not by CACS Pvt. Ltd. According to him CACS Pvt. Ltd. does not have power to declare closure. He stated that management has not produced any documents to show that the workmen were the employees CACS Pvt. Ltd. According to him the present reference which is by/against, Party II is bad and invalid. He relied on the judgment in the case of **Manager M/s. Pyarchand Kesarimal Porwal Bidi Factory v/s Onkar Laxman Thenge and Others in Civil**

Appeal No.793 of 1966 (S.C.) contending that an employee cannot be subject matter of transfer to third party without his consent. By referring to this judgment Shri P. Gaonkar stated that contract of service can be effected only by a tripartite agreement between the employer, the employee and the third party. He further argued that closure amounts to termination and therefore termination of services of workers is illegal and unjustified.

9. I have gone through the records of the case and have duly considered the arguments advanced by Shri P. Gaonkar.

10. I am reproducing herewith the issues along with the findings and reasons thereof.

Sr. No.	Issues	Findings
1	2	3
1.	Whether the Party I proves that pursuant to understanding reached on 30-4-96 between the Union and the management, the management had agreed to absorb all the workmen in employment as on the date in the event of further decentralization as and when necessary?	Positive.
2.	Whether the Party I proves that the closure declared by Party II w.e.f. 1-11-01 is in fact not a closure but has been done only to avoid the implementation of terms of understanding dated 30-4-96?	Does not arise.
3.	Whether the Party I proves that the termination of services of the workers is illegal, unjust and bad in law?	Does not arise.
4.	Whether the Party I proves that since their termination, the workers could not succeed in getting any job and hence they are unemployed?	Does not arise.
5.	What relief? What award?	As per order below.

REASONS

11. *Issue No.1:* In their pleadings Party I has stated that in the understanding dated 30-4-96 reached between the management and GMS, the

management had agreed to absorb all the workmen in employment as on date in the event of further decentralization as and when necessary. The above averment in the pleadings of Party I has been reiterated in the affidavit in evidence by the witnesses of Party I.

12. Shri Anil Shirodkar who is witness No. 1 for Party I has produced at Exb. 32 the minutes of understanding between the management CMM Group of companies and workmen represented by GMS. Reading of Exb.32 reveals that it pertains to decentralization of Engineering Department and transfer. It also reveals that except common services like plumbing etc., the rest of the functions were decided to be taken up by individual companies or to group them suitably. It further reveals that the above arrangement had been done with the view of the restructuring of Group Companies in Factory Complex by decentralizing Engineering functions. In this meeting, amongst others, it was mutually agreed between the management and the union that the Management was at liberty to transfer CACS Engineering Division workmen to any of its individual units by protecting their past services and emoluments, Grades etc. It was further agreed that the Management will ensure to absorb all the workmen in employment as on date in the event of further decentralization as and when necessary and decided by the Management.

13. It is pertinent to note that one cannot dispute the contents of Exb. 32 but it cannot be lost sight of the fact that vide Exb. 32 what was done was that liberty was given to the management to transfer CACS Engineering Division workmen to any of its individual units and in para 2(d) of the claim statement, Party I has mentioned the names of 16 workers who were on the rolls of CACS and were absorbed by other partner companies in terms of understanding at Exb. 32. Obviously this has been done in terms (of the liberty given to the management, as above. As regards all the workmen in employment as on date (of execution of Exb. 32) their absorption by management was ensured only in the event of further decentralization. It is not the case of Party I that there has been further decentralization of the units of CACS after execution of Exb.32 and it is for this reason Party II declared closure w.e.f. 1-11-01 to avoid implementation of the terms of understanding at Exb. 32. It was only if such was the case of Party I, then one could say that Party II has not implemented the terms of Exb.32 as regards the other workmen in employment as on the date of execution of Exb.32. Nevertheless, since the contents of Exb. 32 are clear on the subject of

agreement reached between the management and GMS, this issue has to be answered in the positive. Hence my findings.

14. *Issue No. 2.* Vide this issue what Party I has to prove is whether the closure declared by Party II is in fact not a closure and that it has been declared to avoid implementation of Exb.32. It may be mentioned that what appears from the pleadings of Party I is that the workmen were appointed by CACS which was a partnership firm. Even in his arguments, Shri P. Gaonkar has made it clear that the workmen were not appointed by CACS Pvt. Ltd. but by CACS partnership firm. Interestingly, there is nothing specific in the pleadings of Party I stating that the workmen were not appointed by CACS Pvt. Ltd. However in para 5 of the claim statement Party I has made reference to Party II, by stating that Party II displayed the notice of so called closure w.e.f. 1-11-2001 which in fact was not a closure at all.

15. Reading of pleadings of Party I in entirety, give a clear indication that they are totally vague as there is no clarity in them. Reading of para 5 of the claim statement does not give any idea as to how suddenly Party II came into picture to display the notice of so called closure. Further, pleadings of Party I are silent on as to how CACS which was a partnership firm changed into CACS Pvt. Ltd. i.e. Party II. Thus, in the absence of such clarity in the pleadings of Party I, the observations in the judgment in the case of **Onkar Laxman (Supra)** cannot be made applicable to the case in hand. This is because, it is not the case of Party I in their pleadings that CACS partnership firm transferred the services of the workmen to CACS Pvt. Ltd. without their consent. Thus, it is clear that Party I has failed to establish link between the workmen appointed by CACS partnership firm and the so called closure declared by Party II i.e. CACS Pvt. Ltd. On the contrary, what appears from the pleadings and evidence of Party I is that it is M/s. Wallace Pharmaceutical Pvt. Ltd. who has taken over the quality control Lab along with the building and all other equipments and has absorbed the officers and the chemists working on the roll of CACS but has terminated the workers in the reference. Thus, the dispute raised by Party I against Party II in fact does not survive.

16. I have already pointed out in para 4 above, that Party I did not dispute the contents of Exb. 8 filed by Party II to delete its name from this reference which amounts to admission by Party I that Party II has been wound up. Even otherwise, order dated 22-6-07 passed by The Hon'ble High

Court is clear on this subject. This being the situation, it goes without saying that the claim of Party I against Party II cannot survive as Party II against whom this reference is adjudicated is not in existence.

17. Looking at the matter in yet another angle, the terms of reference, reveal that the court has to adjudicate upon the totality and effectiveness of the closure declared by the management of Party II. It is thus apparent that the fact of closure is not in dispute. In the judgement in the case of **Pottery Mazdoor Panchayat v/s The Perfect Pottery Company Ltd. AIR 1979 S.C.1356** it is observed as under:

“The jurisdiction of the Tribunal in industrial disputes is limited to the points specifically referred for its adjudication and to matters incidental thereto and the Tribunal cannot go beyond the terms of reference. Where the very terms of reference showed that the point in dispute between the parties was not the fact of closure of its business by the employers and the references were limited to the narrow question as to whether the closure was proper and justified, the Tribunals by the very terms of references, had no jurisdiction to go behind the fact of closure and inquire into the question whether the business was in fact closed down by the management.”

18. In para 5 of the claim statement and also in the evidence of the witnesses examined by Party I, the case projected is that “though Party II displayed the notice of so called closure w.e.f. 1-11-01, in fact it was not a closure at all”. Further, it is also the case of Party I that the establishment is continued by one of the partner and there is no closure and it shall be treated as fake closure. It is therefore clear that Party I disputes the fact of closure whereas the terms of reference state otherwise which is to adjudicate upon as to whether the closure declared by Party II is total and effective. This being the position, this court, in the light of the observations in the judgment in the case of **Pottery Mazdoor (Supra)** cannot go into the question as to whether the closure declared w.e.f. 1-11-01 was in fact a closure or not. Doing so, would definitely amount to travelling beyond the terms of reference, which is not permissible.

19. Witness No. 1 for Party I Shri Anil Shirodkar has produced copy of letter dated 18-8-01 by Party II to ALC Ponda in which Party II has stated that the management was planning to transfer the

unit to the highest bidder and as such they have issued notice u/s 25FF to pay compensation to the workers. He has also produced the copy of notice dated 12-9-01 in Form Q, by Party II, at Exb. 33, to the secretary labour and employment informing him of their decision to close down the laboratory though according to Party II the total number of employees including workmen was less than 50 in their factory. He has also produced the copy of minutes of conciliation dated 8-4-03 between Party II and workmen represented by All Goa General Employees Union at Exb.35 and the copy of failure report prepared by ALC Ponda, at Exb. 36.

20. There are no averments in the pleadings of Party I referring to the above documents and therefore I am at loss to understand as to in what context these documents are produced on record. This is more because even the witness who has produced the above documents on record, has not made any statement on oath by referring to the above documents. Hence I am of the considered opinion that the above documents produced on record, being not related to the pleadings of Party I, the question of assessing them while dealing with the present reference, does not arise.

21. Even for that matter, as discussed while answering Issue No. 1 by referring to Exb. 32, as it is not the case of Party I that there has been further decentralization by the management, the question of Party II declaring closure to avoid implementation of terms of Exb. 32, does not arise. Hence my findings.

22. *Issue Nos. 3 and 4:* Both these issues do not arise for my consideration in view of findings on issue No. 2.

Hence the following:

ORDER

1. It is hereby held that the dispute raised by Party I against Party II does not survive.
2. It is further hereby held that the workmen namely, Shri Manuel Fernandes, Shri Ramdas U. Palkar, Shri Subhash K. Naik, Shri Joaquim Dias, Shri Guru B. Gaonkar, Shri Anil Shirodkar and Shri Suryakant Palkar are not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

(Bimba K. Thaly)
Presiding Officer
Industrial Tribunal-cum-
Labour Court-I

Department of Personnel

Order

No. 13/15/2014-PER/462

Government of Goa is pleased to grant an extension in service to Shri Jose Allen D'sa, ADC to Governor, beyond the date of his superannuation for further period of six months w.e.f. 01-02-2015 to 31-07-2015.

The extension is subject to termination without assigning any reason at any time during the period of extension.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-II).

Porvorim, 30th January, 2015.

Department of Public Health

Notification

No. 13/16/2002-IV/PHD/Part/199

In pursuance of the provisions of statute of Section 49.1 (4) (c) of Goa University, Government is pleased to constitute a Advisory Committee under the chairmanship of the Dean, Goa Dental College and Hospital with the following members:-

- | | |
|---|--------------|
| 1. Dean, Goa Dental College and Hospital | Chairperson. |
| 2. Prof. & Head, Deptt. of Oral Medicine & Radiology, Goa Dental College and Hospital | Member. |
| 3. Prof. & Head, Dept. of Periodontics, Goa Dental College and Hospital | Member. |
| 4. Prof. & Head, Dept. of Oral & Maxillofacial Surgery, Goa Dental College and Hospital | Member. |
| 5. Prof. & Head, Dept. of Prosthodontics, Goa Dental College and Hospital | Member. |
| 6. Prof. & Head, Dept. of Conservative Dentistry, Goa Dental College and Hospital | Member. |
| 7. Professor & Head, Dept. of Public Health Dentistry, Goa Dental College and Hospital | Member. |

8. Professor & Head, Dept. of Orthodontics, Goa Dental College and Hospital

Member.

9. Professor Sarita Nazareth, Dept. of Microbiology, Goa University

Member.

10. Prof. P. K. Sharma, Dept. of Botany, Goa University

Member.

The tenure of the Advisory Committee shall be for three (03) years with effect from the date of expiry of the existing Committee.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 5th February, 2015.

Department of Revenue

Notification

No. 23/16/2012-RD

Whereas, by Government Notification No. 23/16/2012-RD dated 11-06-2013 published at Series II No. 13 of the Official Gazette dated 27-06-2013 and in two local newspapers, namely, "Goa Doot" dated 16-06-2013 & 20-07-2013 and "Herald" dated 16-06-2013 & 08-08-2013, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for public purpose, viz. Land Acquisition for construction of Minor 1 Branch Minor-I and Sub Minor-I under B-3 (Left) of Right Bank main Canal of TIP at Ozorim Village of Pernem Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto (hereinafter referred to as "the said land"), is needed for the public purpose now specified as Land Acquisition for construction of Minor 1 Branch Minor-I and Sub Minor-I under B-3 (Left) of Right Bank main canal of TIP of Water Resources Department, at Ozorim Village of Pernem Taluka, on dissolution of the Goa Tillari Irrigation Development Corporation.

Now, therefore, the Government hereby declares under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

The Government also hereby appoints under Clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer (N), W.R.D., Karaswada, Mapusa, Bardez-Goa to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land.

A plan of the said land can be inspected at the office of the Special Land Acquisition Officer (N), W.R.D., Karaswada, Mapusa, Bardez-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Pernem

Village: Ozorim

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
64/0	O: Mr. Surendrananth Shripad Desai. Cabes de-cazal, Ozori-Pernem Taluka.	970
70/50	O: Mr. Shankarji Jaswant Desai, Desai Court receiver, Ozari-Pernem Taluka. T: Mr. Nanu Bablo Shetye, Ozari-Pernem Taluka.	93
70/51	O: Mr. Shankarji Jaswant Desai, Desai Court receiver, Ozari-Pernem Taluka. T: Mr. Vasu Babli Shetye, Ozari-Pernem Taluka.	98
70/52	O: Shankarji Jaswant Desai, Court receiver, Ozari-Pernem Taluka. T: Anant Sittaram Shetye, Ozari-Pernem Taluka.	124
70/53	O: Mr. Shankarji Jaswant Desai, Desai Court receiver, Ozari-Pernem Taluka. T: Mr. Babu Shiva Shetye, Ozari-Pernem Taluka.	115
70/54	O: Mr. Shankarji Jaswant Desai, Ozari-Pernem Taluka. T: Mr. Raghoba Chandro Shetye, Ozari-Pernem Taluka.	40
70/43	O: Mr. Shankarji Jaswant Desai, Desai Court receiver, Ozari-Pernem Taluka. T: Mr. Babu Shiva Shetye, Ozari-Pernem Taluka.	2

1	2	3
70/44	O: Mr. Shankarji Jaswant Desai, Ozari-Pernem Taluka. T: Mr. Vasu Babli Shetye, Ozari-Pernem Taluka.	4
70/45	O: Mr. Shankarji Jaswant Desai, Ozari-Pernem Taluka. T: Mr. Anant Sutaram Shetye, Ozari-Pernem Taluka.	4
70/46	O: Shankarji Jaswant Desai, Court receiver. T: Vithal Vasu Shetye.	2
70/47	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Dattaram Devu Shetye, Ozari-Pernem Taluka.	6
70/48	O: Shankarji Jaswant Desai, Court receiver, Ozari-Pernem Taluka. T: Navso Krishna Shetye.	11
70/49	O: Shankarji Jaswant Desai, Court receiver, Ozari-Pernem Taluka. T: Mr. Bhiku Bablo Shetye, Ozari-Pernem Taluka.	14
69/0	O: Mr. Surendrananth Sripad Desai. Cabes de-cazal, Ozari-Pernem Taluka.	5614
96/5	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Shantaram Hari Naik.	6
96/6	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Raghunanath Ganesh Naik, Ozari-Pernem Taluka.	60
96/7	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Navso Laxaman Mathkar Parab, Ozari-Pernem Taluka.	72
96/8	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Raghoba Atmaram Naik, Ozari-Pernem Taluka. T: Vaman Jairam Naik, Ozari-Pernem Taluka.	60
96/9	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Navso Krishna Naik, Ozari-Pernem Taluka. T: Navso Krishna Naik, Ozari-Pernem Taluka.	62

1	2	3	1	2	3
96/10	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Shamba Babu Naik, Ozari-Pernem Taluka.	59	96/26	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Uttama Navso Salgaonkar, Ozari-Pernem Taluka.	24
96/11	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Vasant Rama Shetkar, Ozari-Pernem Taluka.	36	96/27	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Rama Bhikaji Salgaonkar, Ozari-Pernem Taluka.	5
96/12	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Babli Babi Shetye, Ozari-Pernem Taluka.	25	98/13	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Yeshwant Devu Parab, Ozari-Pernem Taluka.	150
96/13	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Keshav Devu Parab, Ozari-Pernem Taluka.	10	98/14	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Sitaram Sukdo Naik, Ozari-Pernem Taluka.	110
96/19	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Ravaji Shmmba Shetye, Ozari-Pernem Taluka.	40	98/12	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Vishnu Rama Kalangutkar, Ozari-Pernem Taluka.	10
96/20	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Sagun Shmmba Shetye, Ozari-Pernem Taluka.	113	98/5	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Savlo Arjun Kalangutkar, Ozari-Pernem Taluka.	45
96/21	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Vatsala Raghoba Parab, Ozari-Pernem Taluka.	61	98/6	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Savlo Satulo Kalangutkar, Ozari-Pernem Taluka.	55
96/22	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Sadashiv Gopi Chari, Ozari-Pernem Taluka.	57	98/7	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Ravaji Shamba Shetye, Ozari-Pernem Taluka.	65
96/23	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Gopi Babli Chari, Ozari-Pernem Taluka.	46	98/8	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Arjun Shamba Shetye, Ozari-Pernem Taluka.	60
96/24	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Yeshwant Sakharam Manjrekar, Ozari-Pernem Taluka.	38	98/9	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Sagun Shamba Shetye, Ozari-Pernem Taluka.	57
96/25	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Raghu Tanu Manjrekar.	45	98/10	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Raghoba Sajo Parab, Ozari-Pernem Taluka.	78

1	2	3	1	2	3
98/11	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Sadashiv Gopi Chari, Ozari-Pernem Taluka.	380	98/75	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Kamalakant Rajaram Kamat, Ozari-Pernem Taluka.	8
98/16	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Raghu Tanu Manjrekar, Ozari-Pernem Taluka.	97	98/76	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Sakhram Hari Naik. T: Raghoba Phondus Shetye, Ozari-Pernem Taluka.	10
98/20	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Krishna Chadro Mayekar. T: Shankar Chandro Mayekar, Ozari-Pernem Taluka.	19	98/77	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Krishna Chandro Mayekar, Ozari-Pernem Taluka.	34
98/57	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Avdo Casco Mayekar, Ozari-Pernem Taluka.	1	98/78	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Navso Krishna Shetye T: Mahadev Govind Shetye, Ozari-Pernem Taluka.	14
98/58	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Vasudev Yeshwant Mayekar, Ozari-Pernem Taluka.	768	98/79	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Raghoba Atmaram Naik. T: Sukdo Narayan Shetye, Ozari-Pernem Taluka.	19
98/63	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka.	138	98/80	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Sitaram Sukdo Naik. T: Ladu Krishna Shetye, Ozari-Pernem Taluka.	26
98/71	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Shamba Babu Naik. T: Ladu Krishna Shetye, Ozari-Pernem Taluka.	3	98/81	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Shamba Vishnu Naik, Ozari-Pernem Taluka.	41
98/72	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Keshav Devu Parab. T: Bablo Soma Shetye, Ozari-Pernem Taluka.	1	98/82	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Vaman Jairam Naik, Ozari-Pernem Taluka.	46
98/73	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Navso Krishna Shetye. T: Laxman Bablo Shetye, Ozari-Pernem Taluka.	1	98/83	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Raghunanth Ganesh Naik, Ozari-Pernem Taluka.	30
98/74	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Babli Babi Shetye. T: Ladu Satu Shetye, Ozari-Pernem Taluka.	2	98/84	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Raghoba Sajo Parab, Ozari-Pernem Taluka.	34

1	2	3	1	2	3
98/85	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Soma Dhrma Mayekar. T: Ladu Krishna Shetye, Ozari-Pernem Taluka.	13	98/98	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Savalo Ravlu Shetye, Ozari-Pernem Taluka.	35
98/86	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Yamuna Babli Raul. T: Ramachandra Vishram Shetye, Ozari-Pernem Taluka.	16	98/99	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Cahndrakant Bhiva Parab. Ozari-Pernem Taluka.	22
98/87	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Atmaram Fatu Shetye. T: Gopiki Bito Raul. Ozari-Pernem Taluka.	24	98/100	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Raghoba Sajo Parab. T: Nakul Shiva Parab. Ozari-Pernem Taluka.	12
98/88	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Mahadev Govind Shetye. T: Navso Laxaman Parab Mathkar. Ozari-Pernem Taluka.	24	98/101	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Sagun Shamba Shetye. Ozari-Pernem Taluka.	13
98/89	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Rama Vishnu Shetkar. T: Gopi Babli Chari. T: Hari Maso Shetye. Ozari-Pernem Taluka.	31	98/102	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Sadashiv Gopi Chari. Ozari-Pernem Taluka.	20
98/90	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Savlo Arjun Kalangutkar. Ozari-Pernem Taluka.	36	98/103	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Arjun Sonu Chari. Ozari-Pernem Taluka.	11
98/91	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka.	200	98/104	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Sagun Shamba Shetye. Ozari-Pernem Taluka.	48
98/95	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Arjun Shamba Shetye, Ozari-Pernem Taluka.	1	98/105	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Apa Rama Raul. Ozari-Pernem Taluka.	18
98/96	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Ravji Shamba Shetye. Ozari-Pernem Taluka.	20	98/106	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Pundalik Krishna Raul. Ozari-Pernem Taluka.	23
98/97	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Sagun Shamba Shetye. Ozari-Pernem Taluka.	24	98/107	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Yeshawant Sakharam Manjrekar. Ozari-Pernem Taluka.	30
			98/108	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Raghu Tanu Manjrekar. Ozari-Pernem Taluka.	33

1	2	3	1	2	3
98/109	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Uttam Navso Salgaonkar, Ozari-Pernem Taluka.	43	110/11	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Raghunanath Ganesh Naik. T: Mahadev Govind Shetye, Ozari-Pernem Taluka.	22
98/110	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Vasu Bhikaji Salgaonkar, Ozari-Pernem Taluka.	20	110/10	O: Shankarji Jaswant Desai Court receiver, T: Krishna Chandro Mayekar. T: Shiva Babaji Shetye. T: Hari Maso Shetye.	16
98/111	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Dattarm Marto Salgaonkar, Ozari-Pernem Taluka.	11	110/6	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Vishnu Ravalu Shetye, Ozari-Pernem Taluka.	4
98/112	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Shantaram Narayan Mayekar. T: Shantaram Narayan Mayekar, Ozari-Pernem Taluka.	12	110/5	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Uttam Vasu Shetye, Ozari-Pernem Taluka.	5
98/113	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Raghuvir Shiva Mayekar, Ozari-Pernem Taluka.	12	110/30	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Laxmi Laxaman Parab, Ozari-Pernem Taluka.	44
98/114	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Vasudev Yeshwant Mayekar, Ozari-Pernem Taluka.	5	110/28	O: Shankarji Jaswant Desai Court receiver, T: Sakharam Hari Naik. T: Narayan Jayaram Naik.	18
98/122	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Bhagavan Rama Parab. T: Raghoba Rama Parab, Ozari-Pernem Taluka.	6	112/1	O: Shankarji Jaswant Desai Court receiver	1874
93/0	O: Mr. Surendrananth Sripad Desai, Cabes de Cazal.	4413	90/0	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Vishnu Ravlu Shetye. T: Uttam Vasu Shetye. T: Anant Sitaram Shetye. T: Hari Nilu Shetye, Ozari-Pernem Taluka.	1840
110/44	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Gopika Bitu Raul, Ozari-Pernem Taluka.	15	99/0	O: Mr. Surendrananth Sripad Desai, Cabes de-Cazal, Ozari-Pernem Taluka.	1950
110/45	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Uttam Vasu Shetye.	145	<i>Boundaries:</i>		
110/12	O: Shankarji Jaswant Desai Court receiver, Ozari-Pernem Taluka. T: Vaman Jayram Naik. T: Sakharam Hari Naik. T: Ramchnadra Vishram Shetye, Ozari-Pernem Taluka.	48	North: S. No. 64/1, S. No. 69, 70/43 to 49, 98/12, 13, 5 to 10, S. No. 93, S. No. 90.		
			South: S. No. 99, 98/122, 20, 13, 14, 15, 5 to 10, S. No. 93, S. No. 90, 64/1, S. No. 69, 112/1.		

1	2	3
East :	S. No. 99, S. No. 69, 96/20, 21, 22, 8 to 11, 70/52 to 55, S. No. 64/1, S. No. 93, 112/1, 110/45, S. No. 90 & Road, 98/11, 16, 58.	
West :	S. No. 98/70 to 91, 95 to 115, 122, 63, 5, 7, 58, 20, 16, 10, 11, S. No. 99, S. No. 69, 96/5 to 14, 19 to 27, 70/50, 51, 64/1, S. No. 93, S. No. 90, 110/44, 12, 45, 11, 10, 6, 5, 30, 28, 112/1 & Road.	
		Total: 21375

By order and in the name of the Governor
of Goa.

Anju S. Kerkar, Under Secretary (Revenue-II).
Porvorim, 10th February, 2015.



Department of Science, Technology &
Environment

Notification

No. 41/4/2006/STE-DIR/1592

In exercise of the powers conferred by Clause (b) of sub-section (1) of Section 52 of the Water (Prevention and Control of Pollution) Act, 1974 (Central Act 6 of 1974) (hereinafter referred to as the “said Act”) and in supersession of the Government Notification No. 15/2/89-STE dated 11-08-1989, published in the Official Gazette, Series II No. 21, dated 24-08-1989, the Government of Goa hereby specifies the Laboratory of the Water Resources Department, Government of Goa, as a State Water Laboratory to carry out the functions entrusted to the State Water Laboratory under the said Act.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor
of Goa.

Srinet N. Kothwale, Director & ex officio Joint
Secretary (Environment).

Saligao, 10th February, 2015.

Notification

No. 41/4/2006/STE-DIR/1593

In exercise of the powers conferred by Clause (b) of sub-section (1) of Section 28 of the Air (Prevention and Control of Pollution) Act, 1981 (Central Act 14 of 1981) (hereinafter referred to as the “said Act”) and in supersession of the Government Notification No. 15/2/89-STE dated 4-7-1991, published in the Official Gazette, Series II No. 16, dated 18-7-1991, the Government of Goa hereby specifies the Laboratory of the Water Resources Department, Government of Goa, as State Air Laboratory to carry out the functions entrusted to the State Air Laboratory under the said Act.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor
of Goa.

Srinet N. Kothwale, Director & ex officio Joint
Secretary (Environment).

Saligao, 10th February, 2015.

Notification

No. 41/4/2006/STE-DIR/1594

In exercise of the powers conferred by sub-section (2) of Section 53 of the Water (Prevention and Control of Pollution) Act, 1974 (Central Act 6 of 1974) (hereinafter referred to as the “said Act”) and in supersession of the Government Notification No. 15/2/89-STE dated 11-8-1989, published in the Official Gazette, Series II No. 21, dated 24-8-1989, the Government of Goa hereby appoints Ms. Sanisha M. Naik, Scientific Assistant, to be a Government Analyst for the purpose of analysis of samples of water or of sewage or trade effluent sent for analysis to any laboratory established as specified under sub-section (1) of Section 52 of the said Act.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor
of Goa.

Srinet N. Kothwale, Director & ex officio Joint
Secretary (Environment).

Saligao, 10th February, 2015.

Notification

No. 41/4/2006/STE-DIR/1595

In exercise of the powers conferred by sub-section (1) of Section 29 of the Air (Prevention and Control of Pollution) Act, 1981 (Central Act 14 of 1981) (hereinafter referred to as the "said Act") and in supersession of the Government Notification No. 15-2-89-STE dated 4-7-1991, published in the Official Gazette, Series II No. 16, dated 18-7-1991, the Government of Goa hereby appoints Ms. Sweta M. Nayak, Scientific Assistant, to be a Government Analyst for the purpose of analysis of samples of air or emission sent for analysis to any laboratory established or specified under sub-section (1) of Section 28 of the said Act.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Srinet N. Kothwale, Director & ex officio Joint Secretary (Environment).

Saligao, 10th February, 2015.



Department of Transport
Directorate of Transport

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Notification

No. 5/9/90-Tpt/2015/483

In exercise of powers conferred by Clause (xii) of sub-rule (1) of Rule 22 of the Goa, Daman and Diu Motor Vehicles Tax Rules, 1974, the Government of Goa hereby exempts New Vehicle

Mercedes Benz CLA 200 CDI bearing chassis No. WDD1173082N166039*1114 and Engine No. 65193032571250 of model November, 2014 owned by Parampujya Padmanabh Shishya Sampradaya Trust, Kundaim Industrial Estate, Ponda Goa, from payment of Tax due to this State being Charitable Institution.

By order and in the name of the Governor of Goa.

Arun L. Desai, Director & ex officio Addl. Secretary (Tpt.).

Panaji, 11th February, 2015.

Notification

No. 5/4/2000-Tpt/2015/582

Whereas Notification No. 5/22/98-Mines/310 dated 12-01-2006 published in the Extraordinary No. 2 Official Gazette of the Government of Goa Series I No. 41 dated 12-06-2006 and whereas it is found necessary to appoint Assessing Officer as per Clause 2. (c) of the said Notification. Accordingly following Officers are appointed as "Assessing Officer";

Clause (c) "Assessing Officer" means—

- i) The Asstt. Director of Transport (Enf.) (North), Panaji.
- ii) The Asstt. Director of Transport (Enf.) (South), Margao.

By order and in the name of the Governor of Goa.

Arun L. Desai, Director & ex officio Addl. Secretary (Tpt.).

Panaji, 18th February, 2015.

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